

The Simon Cameron Indian Commission of 1838

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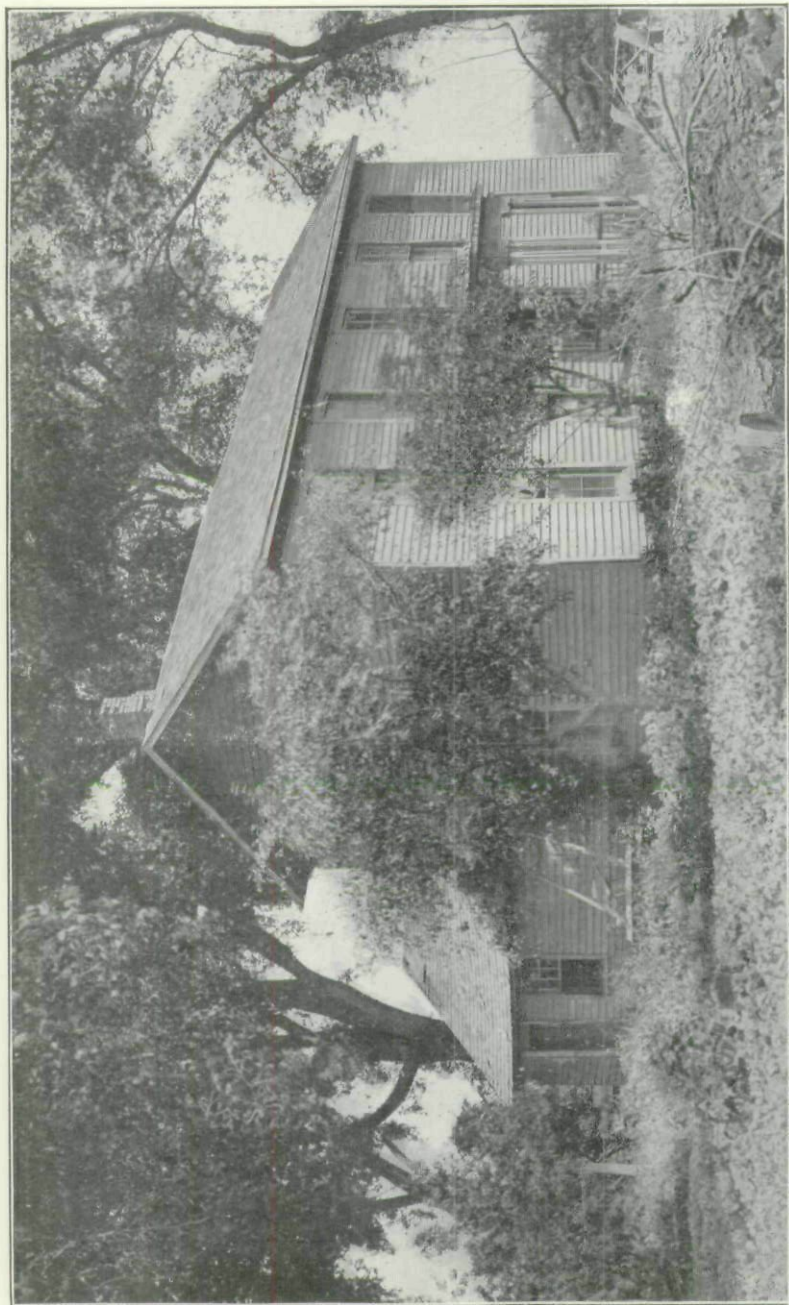
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THE OLD INDIAN AGENCY.

The official residence of Gen. J. M. Street while acting as Agent for the Sacs and Foxes. It is just below the present village of Agency City, Wapello County, Iowa. Gen. Street died here and was buried a few rods distant and near the grave of the Indian Chief Wapello. ANNALS OF IOWA, 3d ser., Vol. II, p. 104.

THE SIMON CAMERON INDIAN COMMISSION OF 1838.

BY IDA M. STREET.

When we are disgusted with frauds in the execution of government offices, as exposed in the recent investigation in the post office department, it is somewhat consolatory to our outraged feelings to make a comparison with the frauds of previous years and their investigation. We like to feel that we have not grown worse even if we cannot congratulate ourselves on much improvement. Although a treaty of nearly seventy years ago with a now almost extinct tribe of Indians may not excite much interest, the connection with it of a man once prominent in our politics may arouse curiosity. For that reason and because I have a little new material to add from my grandfather's letters, I have chosen for the present article the frauds practiced by the first commission appointed to carry out the provisions of the Winnebago treaty of 1837.

At the time this treaty was made, Joseph Montfort Street, who from November, 1827 to 1836, had been agent for the Winnebagoes at Prairie du Chien, was agent for the Sacs and Foxes in Iowa. So that his connection with the complaint against the commission was purely accidental. The true instigator of the investigation was Major Ethan Allen Hitchcock, then disbursing agent for the War Department, at St. Louis. I have gathered the facts for this article from letters from Major Hitchcock to J. M. Street, and also to the War Department at Washington; from letters from Thos. Street to his father; and from the account of the investigation as given in public documents for 1838 to 1839.

November 1, 1837, a delegation of Winnebago Indians at Washington signed a treaty with the government in which they sold to the United States all their lands east of the Mississippi river. They also agreed not to settle on their

lands just west of the Mississippi, but to use them only for hunting and to remove in eight months to the portion of the "neutral ground" which was conveyed to them in the treaty of 1832, until they could procure a permanent settlement; and in another clause, the place of the settlement was indicated by the provision for an exploring party to survey the lands southwest of the Missouri river.

For this land, in addition to an annuity, the government promised to pay two hundred thousand dollars to traders and others mentioned in the treaty to whom the Indians were indebted. "To pay, under the direction of the President to the relatives and friends of said Indians, having not less than one-quarter Winnebago blood, \$100,000".

Another \$90,000 of this \$1,100,000 paid for the land was to be paid in presents and in provision for a model farm at the new home of the Indians.

Half the interest of the remaining \$700,000 was to be applied by the President for twenty-two years to education, the rest of the interest to be paid in money and provisions each year.

July 21, 1838, J. R. Poinsett, Secretary of War, notified Simon Cameron of Pennsylvania that he had been appointed a commissioner to examine the claims of half-breed relatives of the Winnebago Indians, as provided by the treaty of November 1, 1837. He was allowed eight dollars for every twenty miles traveled from his home to Prairie du Chien by the most direct route, and eight dollars a day for every day spent in the execution of his duties. The commission was requested to meet August 20, at Prairie du Chien. August 1, James Murray of Maryland was appointed as co-commissioner.

The payment of the trader's claims was to be by order upon the War Department, but the money for the half-breeds was to be sent to Major E. A. Hitchcock, at St. Louis, who was to pay that due both the Sioux and the Winnebagoes, under the direction of the commissioner.

There were several reasons why this treaty was not pleasing to the Indians. They were to make a double move in a few months; first to the land in Iowa, and then later on to the country southwest of the Missouri river, which was practically a desert, and which even white men with all their ingenuity have been fifty years in making habitable. The news of this dissatisfaction reached Washington in indirect ways and the Senate was not very prompt in ratifying the treaty. Yet it was finally done.

An indication of the cause of dissatisfaction among some of the traders, is given by the Hon. Henry Merrell, a trader at Ft. Winnebago, who says in his personal recollections:

The fraudulent treaty of November first, 1837, caused the Government a vast deal of trouble and expense; and very naturally engendered the most embittered feelings and recollections on the part of the Winnebagoes. . . .

General Simon Cameron and General James Murray having been appointed Commissioners, in the summer of 1838, to divide and pay out to the creditors and half-breeds of the Winnebago Indians, according to the treaty with them, one hundred thousand dollars to the half-breeds, and *one hundred thousand dollars to the traders, they repaired to Prairie du Chien for that purpose. Having business with them, I went down and found traders and half-breeds assembled there from all parts of the country; from Green Bay, and from St. Louis to the Prairie. When I got there, I was told that the Commissioners were in doubt whether they could make the payment to the traders under their instructions. I stayed there about two weeks. Still they gave out that they should have to go to Washington for new instructions. In the meantime, there was a lawyer by the name of Broadhead, who either came with the Commissioners, or followed soon after (I was told he came on with them), who proposed buying half-breed claims, and it was notorious that Mr. Cameron was with him at his office most of the time. The half-breeds becoming uneasy, and thinking they should not get anything at this time, made up their minds that they had better sell than be on expense—it costing them one dollar a day while staying there—so, many of them sold their claims at from three to four or five hundred dollars, as they could make a bargain. I made up my mind finally, from the best information I could get, that they would not pay any, but would take the papers and go on to Washington for new instructions. I could see or hear no reason why they could not

*Two as shown by the treaty; the Commissioners speak of one hundred and fifty thousand.

pay the half-breeds, so I concluded to go home as I had business pressing there. After I left, I was informed Governor Dodge went over to the Prairie, and advised the Commissioners to make payment on the evidence they had, and they concluded to do so.

The traders had had a meeting among themselves, and passed upon all claims;* but the Commissioners would not consent to be ruled by them. I left my papers with the Commissioners, requesting a friend, as I supposed, to see to them, if anything was needed, and went home. In a few days the traders from that region and Green Bay, etc., came up swearing mad. They said the American Fur Company had been awarded most of the money; and other traders, whose accounts were equally well proved, and some much better, were put off with not to exceed five per cent. of their claims. Mr. Rouse said to me: "You have been rascally treated. Your claim was better proven than any there, and you are put off with less than five per cent.; and not only that, but you will find your particular friend has cut your throat." While I was there, it was the common talk that Cameron and Broadhead were in company; and it was said when Broadhead paid a half-breed for his claim, the money was in Middleton, Pennsylvania, bills, a bank in which Gen. Cameron was said to have been interested.

The thing was so palpable, as I was informed, that Gen. Street started for St. Louis, and informed Maj. Hitchcock (I think it was) of the army, in whose hands the money was, to pay [to be paid] on the requisition of the Commissioners. So when they made their appearance, he refused to pay them any money, but went on to Washington and laid the case before the Department. He was justified, and the acts of the Commissioners were repudiated. Here was an officer of the army disobeying orders, and taking the responsibility of doing so, proving that there was one honest, straight-forward man ready to run the risk of a dismissal, in vindication of justice and exposition of rascality.

It was said, whether true or not I cannot say, that Mr. Cameron declared on the boat going to St. Louis, that he had made sixty thousand dollars in the transaction; but when he got to St. Louis I think his ideas must have had a great fall. Next year a Commissioner, I was informed, was sent on, and adopted the other Commissioners' report, and all had to submit. So, possibly, there was but one year's delay in the profits. There was not many but believed the Fur Company had to bleed freely for getting the award. This was worse, I consider, than "Credit Mobilier!"†

The report of the commissioners shows that Mr. Merrell's claim was \$2,000, and that \$100 was allowed him, and paid to Satterlee Clarke, Jr., attorney in fact.

*See the report of the Commissioners, as quoted in this paper.

†Wisconsin Historical Collections, Vol. VII, pp. 394-6.

Mr. Merrell's account is erroneous in one particular, when it says that Mr. Street went down to St. Louis to report the doings of the commission. What he did do was to bring up the money for the half-breeds, as a personal favor to Major Hitchcock, and when he found that the commissioners had gone, he wrote to the distributing agent telling what had been done. In a letter to Major Hitchcock about this matter, dated January 8, 1839, he says: "The information is, of course, from others, as I never saw the commissioners; and my duties with the Sacs and Foxes kept me away from this place during the whole time they were here".

His office as agent for the Sacs and Foxes was at Rock Island; but as the quarters there were inadequate for his family, they remained at the Prairie, where he owned a good house. In the summer of 1838, he was on the Des Moines river at the site of the new agency, superintending the breaking of ground and the erection of buildings, to which he removed his family in the following spring. Both disease and famine were among the Sacs and Foxes that summer, as his correspondence with Major Hitchcock shows, and in October he went to St. Louis to see about extra supplies. In his letter of March 12, 1839, to the Commissioner of Indian Affairs, Major Hitchcock states how he happened to send the money for the Winnebago half-breeds by Mr. Street:

Gen. Street, who is so unworthily referred to by Mr. Murray, was in St. Louis when it was my wish to send the money to Prairie du Chien. I requested him to take charge of it, and convey it there. He was, however, unwilling to take the hazard of so heavy a charge in specie. We conversed upon the subject some time, alluding to the loss by theft of \$15,000 in specie, only a few weeks before, at Prairie du Chien. After maturely considering the subject, I determined to send the notes of the Bank of the State of Missouri. That bank was the authorized place of deposit for my public money. My funds were there in specie. That bank has never refused payment in specie for her notes, since she went into operation.

In order, however, to protect the half-breeds, I requested the cashier of the bank to furnish me with notes of one denomination, (20's) for the whole \$100,000, explaining to him that I could not send the specie for the reason stated above. He accordingly fur-

nished me with \$100,000 in 20-dollar notes of the Bank of the State of Missouri, the specie for which was in the vault of the bank, subject to the call of whoever might hold the notes.

As upwards of \$200,000 in specie had but a few weeks before been paid by the Indian Department on the Mississippi river, I naturally supposed that a large portion would fall into the hands of traders, who would gladly exchange it for the notes sent for the Winnebago half-breeds; and the following letters of instruction were given by me in reference to the payment of the Winnebago half-breeds:

Under date of Oct. 16, I addressed Dr. J. C. Reynolds:

"Sir: I send by the hands of Gen. Street, Indian Agent, \$100,000 for payment to the Winnebago half-breeds, under the 4th article of the treaty of 1837.

"This money will be paid to the particular individuals who shall be required by the United States commissioners (Messrs. Murray and Cameron) for the examination of claims under the treaty. You will please pay the exact amounts required (not exceeding the whole amount) to the particular individuals for whom required, taking such evidence as is necessary in the payment of annuities.

"It is presumed as much specie can be procured, in exchange for notes, as will be necessary for satisfying the claims of those who may be unacquainted with the nature of paper money; for all others, bills of one denomination (20's) are furnished; and especial care will be taken, in all cases, to explain the value of the money, and that it is receivable in the land office."

To Lieut. McKissack I wrote, under the same date, as follows:

"I have sent, by the hands of Gen. Street, \$100,000, to Dr. Reynolds, for payment to the Winnebago half-breeds. Should Dr. Reynolds have left Prairie du Chien, I request you to receive from Gen. Street the money and open the letter in his charge from this office, to the address of Dr. Reynolds, and execute the instructions therein contained."

After thus sending the money to be paid at Prairie du Chien, I was astonished, on the 5th of November, to find Lieut. McKissack at St. Louis, with the whole amount.

As Mr. Murray (or Mr. Cameron) lays much stress upon my expressing regret to Lieut. McKissack that the money was not paid at Prairie du Chien, I must observe that I made the remark alluded to, not as regretting the non-payment of the drafts of the Commissioner, but I regretted that the half-breeds themselves had not been paid. All of my letters and reports on the subject of half-breed money will show to what my regret referred.

If I had desired the payment of the drafts, it was the expressed opinion of the commissioners that I not only had authority to make the payment, but that I was required to make it; and if it was really

so, whether my agent paid the money at Prairie du Chien, or myself at St. Louis, was a matter of indifference.

On the evening of the 5th of November, I called to pay my respects to the Commissioners, who had arrived at St. Louis the same day with the money, but in another steamboat. The subject of the mode of payment determined upon by the Commissioners was discussed more than I desired in a public reading-room; and I insist upon it that much argument was then and there wasted, to prove that the half-breeds were dispersed and could not be found by the paying agents of the Indian Department.

In the evening of that day I prepared the report of the 6th of November. I had not, up to that time, heard of any particulars in relation to the proceedings of the Commissioners, except that the mode of payment determined by them set aside the principles which all my letters will show I deemed indispensable. Your letter of instructions to me of the 20th of November (1838), approving my conduct, will show that I was correct as to that principle.

Under the impression that this departure from the principle of a direct payment to the half-breeds might be overlooked by the Department, unless there should be reason to fear that the half-breeds had been duped and cheated, I gave my opinion to the claimants that the drafts might ultimately be paid; and this fact makes a part of my letter to the Commissioner of Indian Affairs of the 6th of November.

My letter of the 7th substantially repeats this; for, by requesting authority to require bonds from trustees, I virtually intimate my expectation of orders to pay the drafts.

I have now to add a few words in explanation of my intercourse with Gen. Street, which has fallen under the severe censure of Mr. Murray. It gives me great pleasure to do an act of justice to a high-spirited, intelligent, and conscientious man, who has attained years and respectability, but neither honors nor fortune, in a life spent in the public service.

It will be recollected that Gen. Street undertook to convey, and did convey, \$100,000 to Prairie du Chien for the Government. This was an extra-official act; and by this voluntary act, for which he received no compensation, his passage in the steamship even not being paid, he saved to the Government not less than \$300 or \$400, which it would have cost had I employed a special agent to perform that service.*

The commissioners in their report of December 15, 1839, to Mr. Crawford, Commissioner of Indian Affairs, state that they met August 29th, as low water prevented their earlier arrival at Prairie du Chien. Upon their arrival they had

*Ex, Doc., 25th Cong., 3d Sess., p. 109.

published a notice in the various papers at Dubuque, Iowa, Mineral Point and Green Bay, Wisconsin, and at Chicago and Detroit, requiring all persons having claims against the Winnebago Indians under the 4th article of the treaty of November, 1837, to present them.

The words of the report are as follows:

Very soon after its publication (the notice) we learned from many creditors of the Indians at Prairie du Chien that it would be impossible to furnish the evidence required by the Department, that it was then a matter of deliberation among them, whether it would be expedient or not to file their claims before us; and it was the last day limited by the notice that a large proportion of the claims were presented.

It was soon apparent to us, that if we required proofs of the sale and delivery of particular articles to the Indians, nothing could be done, and that we should have to return home without effecting the objects for which we were sent to the country, and thus leave a large body of angry claimants among the Indians, who were already a good deal excited upon the subject of the treaty, and who could, as we were informed, influence them to any course they might think proper.

It became necessary, therefore, to examine, if it would be possible, by a liberal interpretation of the instructions, to effect the object of our mission and do substantial justice to the parties concerned.*

The report goes on at length to explain that as the Indian traders—with one or two exceptions—did not or could not keep books, they could not follow out the instructions of the Indian Commissioners at Washington.

So they adopted a plan suggested by the creditors† who held a meeting to adjust their claims among themselves. In accordance with the plan they took testimony of the capital employed by different traders, the amount usually sold on credit, and the proportion of credits generally remaining unpaid. They say:

The examination satisfied us that about one-half of the sales were generally made on credit, of which from one-half to one-third

*Ex. Doc., 25th Cong., 3d Sess., p. 151.

†Mr. Merrell stated that they disregarded the suggestion of all the traders. This must have been a meeting of the Am. Fur Co. traders alone.

were never received; and we adopted this proportion, as coming nearer the truth than any other, and were strengthened in our opinion of its fairness from finding that it accorded with the views of the traders themselves, as expressed in their private adjudications among themselves, before referred to. Particular cases, where the testimony warranted, were of course made exceptions to this general rule.

The Commissioners further state that claims to the amount of \$528,219.33 were put in; that they were considered as proved to the amount of \$160,886.30; and that a pro rata distribution of .93 17-100 on a dollar was made which was paid to the creditors in full of their demands. "Before payment, the register was submitted to the Indians in council, and approved by them in writing".

This was the method used to determine the claims of the traders. It does not, however, seem to have been satisfactory to Mr. Merrell as shown in his account, nor to Mr. Thos. P. Street, a trader at the Prairie, who in a letter to Major Hitchcock, June 3, 1839, explains the method as he understood it.

Dear Sir:

Having seen a communication from D. M. Broadhead to the Secretary of War, dated 16th February last, in relation to the conduct of the Commissioners sent out to settle the claims against the Winnebago Indians, under the treaty with said Indians of 1st November, 1837,—in which my name is used disparagingly—I beg leave to trouble you with the following communication setting forth the reasons which induced Mr. B. to attack me.

Shortly after the arrival of Mr. Broadhead and the Commissioners last summer, and a few days after the Commissioners had commenced examining claims, Mr. Boilvin, who was an intimate friend of Broadhead's, came to me and asked me who I had employed to attend to my claim before the Commissioners. I replied that I should attend to it myself. He said, you had better have some one, a lawyer, to do it for you, and I think you had better employ Mr. B.; he is well acquainted with the Commissioners, and will be of great service to you in getting your claim allowed. Accordingly I spoke to Mr. B. to attend to the claim. He told me he would and charge me a mere trifle for it. Mr. B. then went on to say to me that he had several claims confided to his management and should bring them before the Commissioners last or after all others had been examined, that the Commissioners would be governed in their ad-

judications of claims by the report of J. W. Edmonds; that he had been furnished with a copy of such report, and was the only person in the place who had such information; that the counsel employed by other claimants were not in possession of the above information, and therefore would not know the kind of proof and other particulars necessary to sustain their claims; the object of which communication was to prove to me that he was the only person possessed of the necessary information to prepare and sustain a claim before the Commissioners, and that I had not been badly advised nor acted unwisely in employing him. I then went to work and made out a claim against the Indians from my books and memorandums and attached an affidavit stating that the account was just and correct. This paper I filed with the Commissioners, and was promised that due notice would be given me of the time when the claims would be taken up.

Some weeks afterwards Gen. C. and Mr. B. called me into the street before Taintor's Hotel and told me it would be necessary for me to present my books of original entry for the inspection of the Commissioners. This I at first declined doing, stating as a reason that I had filed an account which was a transcript from the books. Gen. C. then said, "If you do not present your books we can allow you nothing." Upon which I promised to do so. And accordingly collected all the books and memorandums in which charges were kept against the Indians and took them up to the Commissioners' office one evening about 8 o'clock. I then asked Gen. C. to show me the accounts which I had filed. An anxious search through the office was made, but my account could not be found. I was directed to make out a new one, which I did on a re-examination of my books and filed again, leaving the books in the charge of the Commissioners; there they remained some four or five days. Before I left the office this evening Mr. B. came in and commenced a private conversation with me, in which he said, "Street, I know one reason why the Commissioners are opposed to your claim." I asked him to tell me the reason, that I might have an opportunity of explaining the matter to them. He said he could not then, but if I would call at his room in the hotel at 9 o'clock next morning I should know all. Agreeably to this appointment I called. Mr. B. took me aside and said to me in substance, as well as I can recall literally, "Street, keep quiet, say nothing. Your claim is already allowed to the full amount," but, said he, "Say nothing to any one. It would be highly improper for such a communication to be made public at this time." This was, I am certain, three and I believe four or five days before any publicity was given to the decision of the Commissioners. I then, and I believe afterward, asked Mr. B. if I could get my books, or whether the Commissioners had finished their examination of them. He said, "You will get them in time; the Commissioners have never even looked into them nor will they examine them at

all." I then felt perfectly satisfied and waited till the decision had been made public. I found that Mr. B. was correct, my claim had been allowed to the full amount. Mr. B. and Gen. C. were very intimate and very frequently together, and I was induced from the manner and conversation of the former [to believe] that he was an especial favorite with the Commissioners and did religiously believe that Mr. B.'s secret influence was sufficient to sustain my claim, although other evidence was produced. It seemed Mr. B.'s constant object and desire to impress on my mind the fact of his peculiar and strong influence with the Commissioners. And I did then and now believe, and have heard the remark made by many persons in this place, that they felt certain all claims entrusted to Mr. B. would be allowed, and that belief was grounded on the intimacy and supposed influence which existed between Broadhead and Gen. C.

The communications made to me by Mr. B. as above stated were entirely gratuitous and were unnecessary. All I asked of him was to present my claim in proper shape, but I never knew of his having done the least thing in a public manner in relation to it. I prepared it myself, with the assistance of a friend (Mr. Burnett), and I always supposed that Mr. Broadhead's secret influence had caused it to be allowed its full extent without any examination of the books, which were so eagerly sought after.

Thos. P. Street's claim as shown by the commissioners' list was \$1,068.98, and was allowed in full to Jos. Moore, attorney in fact. Mr. Moore was Mr. Street's partner and was sutler at Ft. Crawford. Later papers show that Mr. Street paid Broadhead fifty dollars for his services. This was a small fee compared with others demanded and there must have been other reasons for granting the account in full. In the first place his account was carefully kept and could be used as evidence in a future complaint against the commission (it was to satisfy themselves of this, perhaps, that they asked for his books); second, his partner was the army sutler; third, his father was an Indian agent, well known for his honesty, and at that very time with Commissioner Fleming at Rock Island adjudging similar debts, against the Sacs and Foxes under the treaty of October 21, 1837.

It was perhaps natural that Thos. Street should fee Broadhead, but Agent Street did not like the part his son

had played in this affair; he could not bear even the shadow of a doubt cast upon his family honor. Major Hitchcock refers to Mr. Street's feelings in the following letter:

St. Louis, June 11, 1839.

Dear General:

I send you a copy of the letters I have sent to Mr. Crawford in relation to you. At Prairie du Chien I heard the most insolent language from Dousman and I thought I could not do less than caution Mr. Crawford on the subject.

As Thomas told me he paid Broadhead \$50 I could not make out my letter without alluding to the transaction in the way I did. You were mistaken in the case and I could only understand it as I have expressed it in the letter. These matters will always have some unpleasant features and we must get along with them the best way we can. Pray, how did you understand that Thomas had not feed Broadhead? Have I explained it correctly, that the matter was a secret and that Thomas held it until Broadhead attacked him?

But the greatest stir was made over the half-breed claims. In regard to them the report says:

*Entire strangers in the country, having no knowledge of the mixed breeds, of their present or previous standing, ignorant of their history, so far as related in any manner to the discharge of this delicate duty, and limited in time, we were thrown for information upon the community of Prairie du Chien, and such strangers as happened to be there, and who had some knowledge of the service and standing of the Indians of mixed blood, for all information to govern us in the distribution of this large fund. . . .

The safest course, they thought, would be to call upon the most respectable and disinterested of the old settlers, to make a classified list of the half-breeds, according to their own knowledge of their merits; and upon this list, after an examination of the proofs, to make their decision. This course was adopted, the result submitted to and ratified by the Indians in council and the commissioners have every reason to believe gave universal satisfaction.

The commissioners say that they called upon "the most disinterested of the old settlers". According to their own witnesses in the trial before the House of Representatives Committee in 1839, four of them, Dousman, Rolette, Lawe and Irwin, were American Fur Company agents. Of these

*Ex. Doc., 25th Cong., 3d Sess., p. 19.

Lawe and Irwin were at Green Bay. Lockwood was a merchant and Justice of the Peace at Prairie du Chien and H. S. Baird of Green Bay was Attorney-General for the Territory of Wisconsin. The fifth person on their list was John H. Kinzie, former agent for the Winnebagoes and but for his previous partiality to the American Fur Company was a disinterested person. In my previous article I have emphasized the fact that Mr. Street was one of the few Indian agents who dared to oppose the American Fur Company. Of these witnesses cited by the Commissioners, Baird and Kinzie, judging from all accounts, were not present during the sitting.

The report goes on to say:

No bonds being required from guardians or trustees, the Commissioners determined, after consultation on the subject, that it would not be proper to require them; and in many cases it is presumed they could not have been given without great trouble and delay, in consequence of the distance at which some of the parties lived from the place of sessions, and if security had been required, the commissioners could have no knowledge of its competency.

In all, or nearly so, both of debt and half-breed cases, the parties appeared by attorneys in fact, whose powers were regularly executed and filed with the secretary. No doubt existed in the minds of the commissioners that the parties had a right thus to appear and give full authority not only to attend to the cases before the board, but to receive from them the allowance awarded. In the case of the traders, we presume no doubt can be or is entertained, and in the case of the half-breeds, who are understood to be free citizens in Wisconsin Territory, it appears to the commissioners there can be little doubt. If the claims had belonged to white citizens, of education and standing in society, it would not have been at all a matter of surprise that they should appear by attorney, it being certainly the most convenient and best course. The business, though not conducted according to the strict course of courts of justice, was, nevertheless, governed necessarily by prescribed forms, with which the half-breeds would not generally be presumed to be familiar, although some of them were tolerably educated, and most of them highly respectable. Their right so to appear was not in any case questioned, and the instruction did not forbid it. The powers, therefore, were in all cases respected, and the business better conducted, as the commissioners conceived, than it could have been in any other manner. The money, too, not having arrived in time, no course remained but to give drafts; and many of the

half-breeds not living on the spot, to whom could the drafts have been given, or who could receipt for them but the attorneys? If a different course had been adopted the claimants would have been put to much unnecessary trouble and expense.*

This sounds rather plausible; but what does Major Hitchcock, who had been several years stationed in the Indian country, and most of the time at Prairie du Chien, say?

To understand more clearly the position of the accusers in this case, let us go back in our narrative to the point where the Distributing Agent for the War Department has sent the money for the Winnebago half-breeds to Prairie du Chien by his personal friend. Mr. Street left St. Louis October 16, and arrived at Ft. Crawford about November 1. He states in a later letter that it was the day after the commissioners had left. They nowhere state at what time they closed their sitting. Mr. Murray in his later defense says that they were nearly a week going to St. Louis and that they were there November 6. Major Hitchcock says that they arrived the afternoon of November 5, and that the same day by another boat Lieut. McKissack, the paymaster at Ft. Crawford, came with the money, and also he received by that boat a letter from Mr. Street dated November 1, in which he explains his disposition of the trust placed in him. This is the first intimation the Distributing Agent had that things were not straight at Prairie du Chien. The condition that Mr. Street found when he arrived is stated later in a letter to Major Hitchcock, dated February 4, 1839. He says that when he returned home November 3,† a Mr. Campbell, who married Sophia Palen one of the half-breed beneficiaries of the treaty, came to his house and inquired what part his wife was to have of the \$100,000, and when it was to be paid. Street answered, "I have just got home, and know nothing of the business done by the commission. They left here, I learn, yesterday. I brought up the \$100,000 from Major

*Ex. Doc., 25th Cong., 3d Sess., p. 20.

†This must be a mistake as his letter to Maj. Hitchcock evidently written the day of his arrival, is dated November 1.

Hitchcock to Dr. Reynolds, and the money is now here in the room. Dr. Reynolds is at St. Peters. The money will I presume be paid on his return, as I have sealed letters from Major Hitchcock to him”.

Mr. Street's paper says further:

Mr. Dousman then came in and asked me if I had brought the \$100,000 for the relations of the Winnebago Indians. I replied I had and made the same statement about Dr. Reynolds. Mr. D. then set to to persuade me to take or send the money back to St. Louis. I utterly refused to do either, on any consideration, and remarked it would be useless, for the money is to be paid at this place to the half and quarter bloods. Mr. D. said the relations had mostly all sold their dividends, and the drafts had gone along with the commissioners, the day before, to St. Louis. I replied, I don't think the orders of half and quarter-breeds will be paid. The money will only be paid to the relations and guardians, who will be required to give bonds and security. That I could not understand how the dividends of minors could be paid to order; who can give the order, and who acts for them? Mr. D. answered, “All that has been settled by the commissioners, and all we want of you is to get the money to St. Louis.”

I then remarked upon what Mr. Campbell said of classification of claims, that they were in three classes—Nos. 1, 2 and 3—and No. 1 was the largest amount and No. 3 the smallest, and yet some of half-blood were in No. 3 and some of quarter in No. 1. I said the Indians declared their intention was to get the names of all their relations of not less than quarter blood, and divide the \$100,000 between them equally, share and share alike. Mr. D. replied, the commissioners acted by the special order of the Secretary of War, who directed the classification as it was made.

I then remarked, I will get rid of this business myself, but I do not think the money will be paid to attorneys of half-breeds. I can, with an open letter in my possession, hand the money over to the quartermaster, Lieut. McKissack.

I went with the letter and money immediately to the fort, and handed them over to Mr. Mc. Mr. D. and Gen. Brook came into the quartermaster's office while I was paying over the money; and Gen. B. remarked to Mr. M. that he would give him an order to go to St. Louis that he might take that money down to meet the drafts that had gone. . . .

Mr. Campbell expressed much dissatisfaction at the amount granted him (\$600), and still more at the charge of half by Mr. Dousman, and persisted that he had given no authority to any man to receive it for him. How he and Mr. D. ultimately settled it, I

know not. Mr. Campbell returned home, where I can, by inquiring, know more of that transaction.

That in the case of Mr. Peon, he (Peon) had a claim for goods formerly sold the Winnebagoes, amounting to \$700. That by advice of Mr. D. and Mr. Boilvin, he employed Mr. Broadhead to advocate his claim, as he was assured if he did not employ Mr. B. he could get nothing. On the claim he was allowed the full claim of \$700. Similar remarks were made to several other claimants; and they were assured that if they did not employ B. they could get nothing. That these opinions were well known to be circulated by the commissioners I am constrained to believe, from the concurring opinion of so many persons.

A slip of paper was left in the commissioners' quarters purporting to be part of a docket of cases of applications as half and quarter breeds, and that on said docket every application to which Broadhead is marked as counsel for claimant, the claim is in the first class, and at the highest rate allowed. This paper is now here preserved.

Another fact. Mr. Broadhead said that Gen. Cameron and himself had brought on \$40,000 or \$60,000 with them. Mr. F. [Featherstonebaugh], the secretary, also said the commissioners did not care whether the disbursing agent paid their private draft, for that the commissioners had brought on a large amount of money, and the money paid out here was on a bank of which Gen. C. is president. What could all the money be brought here for by the commissioners and Mr. Broadhead?

JOS. M. STREET.

The natural answer to this last question was that the money was to buy up the half-breed claims at half price. Although, as shown by a later report, February 16, 1839, they objected to Major Hitchcock paying in Missouri State Bank notes instead of specie; they came prepared to buy the claims and did buy them with notes on a bank in Pennsylvania of which one of the commissioners was cashier. Surely State Bank of Missouri money was more suitable for transactions on the Mississippi river.

Later the half-breed Peon made the following affidavit:

JAN. 2, 1839.

Mr. Broadhead first offered me six hundred dollars for the claims of my two children, stating they were only quarter-blood, and would be allowed very little. I refused to take it; but said, after being repeatedly urged, that I would sell for eight hundred (\$800) dollars.

Col. Broadhead finally agreed to give it. The action of the com-

missioners, however, in reference to my children, entitled them to thirty-two hundred dollars. On hearing this, I became dissatisfied, and went to Mr. Broadhead, informing him what I had been assured, when he agreed to give me three hundred dollars more, making eleven hundred which my children received, instead of thirty-two hundred dollars.

My son's name is John Baptiste, and daughter's Angelique.

JOHN BT. PEON. (his X mark)

Done in presence of

Jos. M. Street, Ind. Agent.

D. Lowry.*

Frederick Oliva, who was a half-breed, stated to Mr. Street that Mr. Broadhead and Mr. Boilvin, came to see him two or three times, on the subject of purchasing his half-breed claims. When he finally told them that he did not wish to sell his claim, but would abide the decision of the commissioners; upon which he was solicited by Mr. Broadhead to manage or present his claim, for which Mr. Broadhead would charge him ten per cent., assuring Oliva that if he did not receive \$1,500 he would not charge him anything for his trouble. Oliva consented and received a draft for \$1,500 for which he paid Mr. Broadhead \$150.00. Mr. Street further states from information gained from Oliva that Antoine Grignon and John Roy sold their claims to Broadhead for \$800 each. The treaty donations gave them \$2,000 each and the papers of the commissioners show that Broadhead received certificates for \$1,600 for each of these claimants.

In his defense, dated February 14, 1839, Mr. Murray says:

On our passage down the Mississippi at the rapids of Des Moines (where our boat was detained) we were overtaken by a boat in which Lieut. McKissack, quartermaster at Ft. Crawford, and in charge of the half-breed money, was a passenger. It was then and there proposed to me, and I suppose also to Gen. Cameron, that the drafts should be paid at once. This proposition was made me by Mr. Broadhead. I had no authority as a commissioner to control this matter. But did I advise it? Mr. Broadhead, if called on, will, I am sure, do me the justice to say that I advised against it, upon the ground that it was not a proper place for the transaction of such business; and that, as the drafts were drawn on Major Hitchcock, he had better pay them.†

*Ex. Doc., 25th Cong., 3d Sess., p. 57.

†Ex. Doc., 25th Cong., 3d Sess., p. 98.

This shows that Mr. Murray had some scruples against barefaced robbery.

Before detailed news of these transactions could have reached Major Hitchcock and as soon as the commissioners arrived in St. Louis, the Distributing Agent writes to the Commissioner of Indian Affairs as follows:

OFFICE MIL. DIS. AGT. INDN. DEPT.

SAINT LOUIS, NOV. 6, 1838.

T. HARTLEY CRAWFORD, Esq.,

Comr. of Indn. Affrs.

I have been compelled from a sense of duty to suspend payment of the Winnebago half-breed money until I can receive your instructions.

I was directed to pay the half-breeds; on the "requisitions of the commissioners." The usage of the Department, under similar instructions, as understood by me, has been for the persons authorized to make requisitions to require the payment to be made to the proper claimant. (Form No. 1, Rev'd. Reg's. No. 3.) If the claimant is a white man and disposes of his claim, it is his business and his right so to do is not disputed. In the case of the Indians the rule is different, the 31st par. Rev'd. Reg's. No. 3 being explicit on this point.

Half-breeds are neither white men nor Indians as expressed in their name—and the proper treatment of them is neither defined in the regulations nor perhaps established by usage. If it is said they are not Indians and must therefore be treated as white men, it may more plausibly be said they are not white men and ought therefore to be treated as Indians, as they unquestionably have been in almost all treaties containing stipulations in their favor—(Art. 1st treaty 4th Aug., 1824, Sacs and Foxes; Arts. 6 and 11 treaty June 3d, 1825, Kansas; Arts. 3 and 6 treaty Oct. 6, 1838, Miamis; Art. 3 treaty 23, Oct., 1826; Art. 4th treaty Dec. 29, 1838; Art. 2d treaty Aug. 29, 1821, Ottawas, Chippewa, &c., last part of the Art.; Art. 2d treaty 18 Feb., 1833, Ottawas, &c., &c., and especially the spirit of the 6th Art. treaty 28th March, 1836, Ottawas and Chippewas.)

It is against all knowledge, although there may be exceptions, to suppose the half-breeds are acquainted with the nature of powers of attorney and bills of exchange, and to discuss the questions concerning them upon a presumption of their moral responsibility to our laws and usages is, to my mind, an absurdity.

Premising thus much, I have to state that the fund for the payment of the Winnebago half-breeds was not received by me until the 9th ulto. I availed myself of the first boat and first opportunity (which occurred on the 16th) and sent it from this city to Prairie

du Chien to be paid to the persons whom the commissioners might designate as the proper claimants.

But the commissioners had decided to require payment, not to the individual claimants, but almost exclusively to third persons, and principally to a monied man who traveled from Philadelphia with a large amount of Philadelphia bank notes (doubtless for some *lawful* purpose), upon his procuring *powers of attorney*. I do not wish to question the motives of this monied man in following the commissioners to Prairie du Chien with his bank notes, but I cannot sufficiently express my regret that the late date at which the half-breed money was remitted has given him the opportunity of purchasing, with his rags, the claims of a miserable body of ignorant half-breeds totally unacquainted with the nature of the business in which he was engaged.

Another class of persons in whose favor the commissioners have required payments are called guardians and trustees, not one of whom has been required to give bond for the faithful disposition of the money.

To pay these people without requiring bonds will scarcely be even a form of payment and to suppose that 10 per cent of the money thus paid, can ever benefit the proper claimants is to defy all experience.

The commissioners who are now in town, observe on this point that they had no instructions to require bonds and that therefore their doing so "would not be legal," but I do not see the sequence.

One among these selected trustees was arrested for debt in this city last spring—another I have been creditably informed dared not come here on account of his debts, and a third is a most notorious gambler. Two of these I venture to say could not borrow a thousand dollars to save them from the county jail.

It is from no disposition to retain the money in my hands that I suspend this payment. I had already sent it to Prairie du Chien, and my sending to the Sioux half-breeds their hundred and ten thousand dollars without instructions as reported by my letter of the 9th Sept. will show my readiness to disburse the public money when I am satisfied with the occasion, but the well known and enormous frauds upon half-breeds of other tribes impose upon me a duty in this case, and I cannot pay this money to the Winnebago half-breed claimants without instructions based upon a knowledge of the circumstances doubtless unexpected to the Department, growing out of the fact that the money was not at Prairie du Chien until the commissioners had closed their labours.

I enclose herewith a list of claimants as ascertained by the commissioners with their requisitions attached to it, which I request may be returned to me. I also send copies of individual orders or drafts which will explain the manner of receiving payment.

I cannot close this letter, long as it is, without observing that

the Department thought proper to indicate a distinction between the claims of white persons and those of half-breeds, by paying the former in Washington, while the money was sent for the latter. It appears to me the distinction thus drawn was not without meaning, extending as it did to all the tribes on the Upper Mississippi.

Since writing the foregoing I have seen and conversed with the commissioners. They urge that they were expected to distribute the money and that they only are responsible. I answered, that their instructions were given under the presumption that the money would be on the spot to be distributed by them to the proper claimants; but the money not being there presented a contingency not anticipated and that in point of fact their duties could not be executed and should have been determined on the knowledge of that contingency.

I have also seen some of the claimants, one of whom has held out a threat of protest—but this was merely done to test the strength of my determination.

I hope, in considering this matter you will do me the justice to bear in mind that I have already shown my willingness to pay the money by sending it to Prairie du Chien.

I have remarked to the claimants that I presumed the drafts would ultimately be paid, but that in my belief they were given under circumstances not contemplated in the instructions of the commissioners and that the circumstances were of a character that required a higher sanction for the payment than my own, and, in short, that the Department could bear better than myself the responsibility of payment.

Very Respectfully,

Yr. Obt. Servt.

E. A. HITCHCOCK,

Maj. M. D. Agt.

P. S. The importance of the list of claimants referred to has induced me to retain it until I can prepare a copy, which I will transmit tomorrow.

E. A. H.*

From this letter it will be seen that Major Hitchcock objected to paying the claims because they were paid not to the half-breeds but to an attorney. The whole arrangement appeals to him as contrary to the spirit of the treaty, which was to pay the money into the hands of the half-breeds themselves.

The boat which brought down Lieut. McKissack brought several citizens from Prairie du Chien and also a letter from

*Ex. Doc., 25th Cong., 3d Sess., p. 7.

Agent Street. Between the evening of the 5th, when Major Hitchcock talked to General Cameron and Mr. Murray in the hotel and refused on general principles to pay the drafts, and November 8, he had had time to learn more of the dissatisfaction at the Prairie over the award of the commissioners. Accordingly he sends another letter to Commissioner Crawford at Washington.

OFFICE MIL. DIS. AGT. IND. DEPT.

SAINT LOUIS, Nov. 8, 1838.

T. HARTLEY CRAWFORD, Esq.,

Comr. of Indn. Affrs.

Sir: It was not my intention, as certainly as it was not my wish, to occupy your time with another communication on the subject of the Winnebago half-breed money, but as new circumstances come to my knowledge I must write to do justice to the subject, to myself and to others.

I have crossed the purposes of a band of greedy speculators and brought upon myself the maledictions of many who will pretend an infinite degree of sympathy for the very half-breeds whom they have cheated and almost robbed by what will boldly be put forth as a legal proceeding. Be the consequences what they may, I rejoice that I have for a few weeks at least suspended the execution of this business.

I have now to inform you, that I know an instance where a man, selected by the commissioners as a "trustee," received in that capacity an order for \$1,800 who has in this city offered it in payment of a note of his own due last summer and which note was dishonored and paid by his endorser and the amount suffered to remain a debt due the endorser to this day. Can this man be worthy of the *trust* reposed in him and is it possible that instructions could have contemplated the payment of money in trust to such person, without taking a bond for its faithful appropriation.

I am informed and have not the slightest doubt of the fact, that every possible exertion was made to deceive the half-breeds into the belief that the Government was without money; was not disposed to pay the half-breeds; and that if they permitted the opportunity of selling their claims to pass they would never receive anything, and that one claim of \$1,800 was actually thus sold for \$400. Can such transactions pass in review without condemnation because it may wear the *color* of law. It is monstrous, and, if lawful, the law is a scourge to the innocent.

It will be urged upon you that actual claimants have been refused money in their proper persons and subjected to great losses. I am not so blind as not to see the use intended to be made of a farce en-

acted in my office when an artful "attorney in fact" and "trustee" brought into my presence a half-breed named Oliva—one of five only who received requisitions in their own names—for the purpose of making a case upon which to complain of hardship. I request you to examine the list of claimants as shown on the copy forwarded and you will see but five of the whole body have had the wit and strength to withstand the influence brought to bear by the cupidity of white men and receive certificates in their own name. Oliva, one of the five referred to, will not suffer. The wit that secured him at Prairie du Chien will not abandon him here, and he is the only one that I have heard of as having come here except by "attorney in fact" or by "trustee."

It is in vain to attempt to smother the grossness of this proceeding. Why were not the certificates of claim simply recorded in favour of the original and proper claimant, if the commission must needs go through the form of payment? Was it because such certificates were not drafts? Was it because the "attorneys in fact" could not press their claims under purchase with half the show of right they now pretend?

I beg of you to examine attentively the list of claimants forwarded yesterday. You will see the names of but five original claimants reported as having received orders on me. This was known to the commissioners, who, when I suggested the propriety of making payment at Prairie du Chien, immediately informed me that claims for nearly the whole amount were already in this city. I grieve to say it, but the impulse is irresistible and I must express my apprehension that the form of payment was acquiesced in for the security of the purchaser, and not for the benefit of the claimant, and that in this proceeding the commissioners yielded their duty of guardianship of the half-breeds to a seeming compliance with the forms of law for the protection of "attorneys in fact."

There has been great eloquence wasted in an argument to prove that the proper claimants are scattered and beyond the reach of the paying agents of the Indian Department, but this is all a waste of words. If they live with Indians they can be found with them. If with white men, their blood will distinguish and publish them; and I for one, as a Dis. Agt., do not thank the commissioners for an attempt to save me from the performance of a duty appertaining to my situation. If "attorneys in fact" can find the claimant, so can the officers of the Indian Department. If it be said that they have paid the claimants already, and are not expected to find them, the assertion truly characterizes the whole proceeding and shows in what manner these "attorneys in fact" became invested with the confidential trust they have filed with the commissioners.

The powers of attorney were purchased, and for the most part by an utter stranger, a man entirely unknown to the half-breeds and having not the shadow of claim upon their confidence but

through the contents of his purse. The commissioners inform me that they have no knowledge of the sale of claims, yet they inform me that the claims were nearly all here. In the first assertion they must speak in a technical sense and can only mean that the powers of attorney do not show the sale; while in the second, they know, in another sense, all about the claims; where they are and how they were procured. I do not wish to be disrespectful to the commissioners, but I must think they were not selected at a great distance from the scene of their duties at \$5* per day at congress traveling days, and their expenses all paid besides, to act with two species of knowledge and shield themselves from a high moral responsibility by "keeping the law on their side." I was officially informed that their sittings were to have been held in the Indian country where all the expenses were to be paid by the Government, in order to secure justice to the claimants and drafts on the Government for upwards of \$5,000 are now in motion besides the per diem due the commissioners, on account of expenses incurred by their commission, and yet by a seeming fatality the half-breeds have been cheated and abused under their eyes and they "don't know it."

I recommend that payment be ordered to the original claimants; that the list reported by the commissioners be regarded only as a schedule like that embraced on page 588 of the Book of "Treaties to 1837," except that "trustees" be paid on giving proper bonds, and the half-breeds can then refund the amounts advanced to them by "attorneys in fact."

Very Respectfully,

E. A. HITCHCOCK,

Maj. M. D. Agt.

P. S. I have just been informed that the claimants at Prairie du Chien, on hearing that the money for them had actually been sent to the Prairie, contrary to assurances given them, sent to this place a protest against the proceedings of the commissioners to stay the money in my hands, and it has been intimated from a respectable source that the agent had been bought to silence. Time may disclose something on this subject important to the honor of the Government.

November 10, 1838, Jos. M. Street writes to Major Hitchcock as follows:

You will hereafter learn the course pursued by the commissioners. I have no leisure or heart to detail the shameful and corrupt course represented to me. Lockwood and Dousman, in conjunction with a Mr. Broadhead (the latter with the commissioners, and bragged that he had made \$60,000 out of claims and half-breeds), decided the cases, and the commissioners only confirmed their acts

*Instructions of the War Dept. show that \$8.00 per day was paid.

officially. Let any man of common sense and honesty look at the treaty, and then place the half-breeds in classes, if they can; and that, too, has no relation to half or quarter-blood, but they are classed by *favor*. A quarter-blood is the first class and a half in the third class. If the case was represented by Mr. Broadhead, or Mr. Dousman, or Lockwood, strongly, it was in the first or second class; if not advocated by either of these potent characters, the case went in the third class. On expressing my surprise at any classification under the language of the treaty, Mr. Dousman replied that special instructions were given to the commissioners to make the classification.

You will no doubt hear from other sources of the conduct of the commissioners, as represented to me. Not one cent ought to be paid upon such decisions. Had the commissioner under the Sac and Fox treaty been guilty of such conduct, I am confident he would not have been permitted to proceed. I had some idea of their conduct from claims sent against the Sacs and Foxes, and promptly rejected.

A month later he writes:

In the case of the half and quarter-breeds, much more depended on the employment of Mr. B.; yet a man of plain common sense and common honesty would declare that there was no need of a lawyer, for it must alone depend, under the treaty, upon one simple fact—whether they were related to the Winnebagoes as near as half or quarter blood. If they were, they were entitled to a share; if not, they ought to be wholly excluded. The only question that would arise under the treaty was between the amounts to be granted half and quarter-breeds; whether half-breeds should draw the same as quarter-breeds, or if half-breeds would not be entitled to full shares, and quarter-breeds to half shares. But no one, from reading the treaty, will say that the commissioners, or the Indians who made the treaty, intended anything but the equal division amongst all their relations not further off than quarter-blood, of \$100,000, share and share alike. The idea of any classification of the relations was never thought of by the Indians; and a classification which has grown out of this measure, giving to a quarter-blood a full share, and to a half-blood less than half the amount given to the quarter, is monstrous, and to the Indians, and especially those who made the treaty, unsatisfactory. True, in some cases, the influence operating upon the Indians, and the constant stream of intoxicating drinks, freely given, to keep up that influence, prevent anything from being said; still the language of the treaty remains, and gives color to the charges from every quarter, of *partiality in the classification of the relations of the Indians*; and if inquired into, it is found to rest, as I have said, upon the fact of the employment of Mr. Broadhead. If Mr. B. was *well feed* to his satisfaction, the relation was placed in the first class, and entitled to the largest share; if not so well feed,

in the second class, with a proportionate deduction of dividend; and *if not feed at all*, in the third class with the smallest dividend. This classification, too, had no relation to blood, whether of half or quarter, but was graduated by the fee paid to Mr. Broadhead.

Long before any claimant could understand the fate of his claim; Mr. Broadhead could tell all about it; and in some cases, the claimants, by employing him when their claims were reported to them to be rejected for want of proof, got them allowed by employing Mr. B. Some, too, who were informed by the commissioners that most of their claims were rejected, and but a small part granted, gave Mr. B. his full fee and found their claims confirmed at the largest amount they claimed, ultimately. In most cases Mr. B.'s fee was such a per cent upon the amount allowed, and secured to him out of the claim.

The impression has obtained currency here, that the commissioners brought Mr. Broadhead with them, upon a bargain, to share profits obtained through him of the claimants and half-breeds; and that they have made at least \$20,000 apiece; that is, Mr. B. declared his fees amounted to upward of \$60,000. Persons have calculated differently, and think his fees near \$80,000. These fees, too, were as good as cash in hand, being a per centum upon claims and shares. . . .

In the case of the claims, to have the advocacy of Mr. Broadhead, Mr. Dousman, and Mr. Lockwood, was sufficient to ensure the passage of the claim. And Mr. Boilvin was a most potent advocate, and doorkeeper for the commissioners frequently; indeed, most frequently they acted with closed doors; and Mr. Boilvin in most cases acted as doorkeeper and turned gentlemen back who were coming into the commissioners' office on business with them. Was it not strange, passing strange, to have a board decide on the claims and report to the commissioners (who in all cases confirmed their decision) composed of two traders, themselves having large claims, and one of them the largest trader with those very Indians? To me it was astonishing. As I said in my former letter, if the commissioner at Rock Island had appointed Davenport or any of the traders to examine claims, there would have been such discontent that I should have expected that the proceedings would have been forcibly stopped.

Concluded in next number.

With the blessing of God, I will war and war continually against the abandonment to slavery of a single foot of soil now consecrated to Freedom.—*James W. Grimes.*

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